



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 4, 2005

IN REPLY PLEASE

REFER TO FILE: **PJ-1**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**EAST LOS ANGELES CIVIC CENTER RENOVATION PROJECT
APPROVE STATE GRANT AGREEMENT
APPROVE APPROPRIATION ADJUSTMENT
APPROVE REVISED PROJECT BUDGET
AWARD SUPPLEMENTAL AGREEMENT
SPECS. 6613, 6614; C.P. 77398, 77043, 77427
SUPERVISORIAL DISTRICT 1
4 VOTES**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT
YOUR BOARD:**

1. Approve and authorize the Director of Public Works to sign the enclosed State Grant Agreement with the Rivers and Mountains Conservancy (RMC) (Enclosure B) to accept grant funds in the amount of \$500,000 for the East Los Angeles Civic Center Renovation project.
2. Award and authorize the Director of Public Works to execute Supplemental Agreement 14 with Gruen Associates to provide additional architectural and engineering services for a not-to-exceed fee of \$150,000.
3. Approve the enclosed Appropriation Adjustment (Enclosure C) in the amount of \$400,000 to increase appropriation offset by an increase in revenue from Community Development Block Grant funds for the East Los Angeles Civic Center Renovation project.

4. Approve the revised project budget of \$30,412,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will increase appropriation to reflect new funding sources provided through a recently awarded grant and reallocation of funds to offset the impacts of construction cost escalation for the East Los Angeles Civic Center project.

The County was awarded a grant from the RMC in the amount of \$500,000 for construction of a water feature in the new central plaza. In order to receive the grant funds, the County is required to execute the enclosed agreement (Enclosure B) with the RMC. The agreement commits the County to administer and implement the project and expend the grant funds in conformance with the provisions of the agreement and the requirements of the grant.

Revised Project Scope

Stage 3, which is currently in design, includes a new pedestrian promenade with enhanced walkways and pedestrian lighting, a central plaza, entry monuments, picnic shelters, wayfinding signage, improved access roadways, landscaping, irrigation, security lighting improvements, and a new bus transit plaza on Third Street. With the additional project funding, Stage 3 will be expanded to include an interactive water feature in the central plaza and improvements to Third Street to accommodate the future construction of the Eastside Extension of the Gold Line light rail system. Also, exterior site improvements will be added to the new County Hall, including public seating areas, landscaping, and security lighting.

In order to partially offset the impact of escalating costs in the construction industry, several items from the original scope of Stage 3 will be eliminated. A proposed parking lot will remain unimproved to allow for the future development of a childcare center. The proposed offsite parking lot on Third Street will also remain unimproved and may be developed at a later date as a park and ride for the future Gold Line light rail system. Deletion of these parking lots will not impact our ability to meet the parking requirements established by the Conditional Use Permit.

In an effort to expedite the work, conversion of the former library into the new County Hall (Stage 5), is currently being completed through the use of a Job Order Contract (JOC). In addition, the renovation of the central parking lot (part of Stage 3) will be completed through a JOC. This type of construction contract allows a project to proceed on an accelerated schedule and provides more rigid control over increasing construction costs and potential change orders.

Consultant Agreement

The recommended supplemental agreement provides for Gruen to manage and coordinate the installation of the civic art during construction of Stage 3 and incorporate the scope reduction changes into the Stage 3 construction documents. Also, a contingency is provided to cover any additional services during the remainder of the project.

Implementation of Strategic Plan Goals

These actions are consistent with the County Strategic Plan Goals of Service Excellence and Fiscal Responsibility as the proposed improvements will enhance the delivery of public services to the residents of East Los Angeles and are an investment in public infrastructure.

Also, the renovation and redevelopment of the East Los Angeles Civic Center is an integral component of the Strategic Plan for Municipal Services to Unincorporated Areas. One of the plan's objectives, under Action Plan A, is the piloting of at least one Civic Center facility model in an unincorporated area of County of Los Angeles by Fiscal Year 2004-05. The plan recommends East Los Angeles to be the pilot site. As a facility model, the East Los Angeles Civic Center will assemble County municipal services in a one-stop setting with departments working collaboratively as a joint venture to increase the convenience and speed of services.

FISCAL IMPACT/FINANCING

The total project cost, including plans and specifications, land acquisition, demolition, plan check, construction, equipment, consultant services, miscellaneous expenditures, and County services (including the new East Los Angeles Library), is currently estimated at \$30,412,000, which is \$3,710,000 more than the amount previously authorized by your Board on June 1, 2004.

The increase will be funded by a \$500,000 grant from the RMC for the central plaza water feature; \$440,000 in First District Proposition A Transit funds for the new bus transit plaza and improvements to Third Street for the future Eastside Gold Line extension; \$400,000 in Community Development Block Grant funds; a reallocation of \$852,000 from First District various improvements (C.P. 77043); and \$1,518,000 from the parking improvements (C.P. 77427). The Project Schedule and Budget Summary are included in Enclosure A.

The enclosed appropriation adjustment will increase appropriation by \$400,000 offset by an increase in Community Development Block Grant funds. Sufficient appropriation will be available in the Fiscal Year 2005-06 Capital Projects Budget (C.P. 77398) to fund this project upon your Board's approval of the enclosed appropriation adjustment. The funding sources that have been identified for the project are:

Funding Sources	Current Project Funding
First District Various Improvements	\$ 22,804,000
First District Road Funds	\$ 1,130,714
Flood Control District Funds	\$ 400,000
First District Community Development Block Grants	\$ 2,425,000
First District Deferred Maintenance Funds	\$ 650,000
First District Prop A Transit Funds	\$ 515,000
Parking Improvements	\$ 1,518,000
Rivers and Mountains Conservancy (RMC)	\$ 500,000
Enhanced Services for Unincorporated Areas	\$ 469,286
Total of Funding Sources	\$ 30,412,000

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard supplemental agreement in the form previously approved by County Counsel will be used. The existing consultant services agreement with Gruen includes the standard Board-directed clauses, which provide for termination of services, renegotiation, hiring qualified displaced County employees, GAIN/GROW, Safely Surrendered Baby Law, the Contractor Employee Jury Service Program, and Child Support Compliance.

ENVIRONMENTAL DOCUMENTATION

On July 25, 2000, your Board approved the Negative Declaration for renovating the Civic Center campus, park, and lake. On February 26, 2002, your Board approved the Negative Declaration for acquisition and development of the Third Street parking lot. However, during the design phase, the project was revised. The revisions include a new transit stop along Third Street, approved under the February 26, 2002, Negative Declaration, a water feature within the central plaza and exterior site improvements to the new County Hall. The water feature and exterior site improvements were approved as "enhancements to recreation facilities in open space areas" under the July 25, 2000, Negative Declaration. Additionally, due to escalating construction costs, the Third Street offsite parking lot approved in the February 26, 2002, Negative Declaration will not be constructed at this time. Deletion of this parking lot will not impact our ability to meet the parking requirements established by the Conditional Use Permit.

CONTRACTING PROCESS

On February 13, 2001, your Board awarded a design services agreement to Gruen for a not-to-exceed fee of \$1,127,816 for the project. Since then, 13 supplemental agreements have been awarded with a combined value of \$757,383. Awarding this supplemental agreement for \$150,000 will increase the total value of Gruen's contract to \$2,035,199.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

In order to reduce disruption of the facilities and services provided at the Civic Center, the renovation of the campus is planned to be accomplished over several phases. Construction of Stage 2 (park and lake improvements) was completed in March 2004. Construction of Stage 3 (campus improvements), scheduled to begin December 2005, will be phased to minimize disruption of County facilities. Stage 4 (the new library) was completed and began operating in September 2004. Construction of Stage 5 (remodel of the former library into a County Hall) began in February 2005 and will be completed by February 2006. All existing facilities will remain in operation during construction.

The Honorable Board of Supervisors
August 4, 2005
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CONCLUSION

Please return one adopted copy of this letter to the Chief Administrative Office (Capital Projects) and Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

DAVID E. JANSSEN
Chief Administrative Officer

DFP:njc
U:\general\others\ELACivicCenter\Admin\boardletter\ApproveBudgetR5.doc

Enc. 3

cc: County Counsel
Department of Public Social Services (GAIN/GROW Program)

August 4, 2005

ENCLOSURE A

**EAST LOS ANGELES CIVIC CENTER RENOVATION PROJECT
APPROVE STATE GRANT AGREEMENT
APPROVE APPROPRIATION ADJUSTMENT
APPROVE REVISED PROJECT BUDGET
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SPECS. 6613, 6614; C.P. 77398, 77043, 77427**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date	Revised Completion Date
Award Design Contract	02/21/01*	
Execute Design Contract	03/21/01*	
Stage 3 (Campus Improvements)		
Construction Award	09/21/04	11/29/05
Construction Start	10/21/04	12/29/05
Substantial Completion	11/17/05	01/02/07
Final Acceptance	01/17/06	03/06/07
Stage 5 (County Hall)		
Construction Award (JOC)	03/03/05*	
Construction Start	03/08/05*	
Substantial Completion	12/15/05	
Final Acceptance	02/14/06	

* Actual completion date.

II. PROJECT BUDGET SUMMARY

Budget Category	Approved Project Budget	Impact of this Action	Proposed Project Budget
Land Acquisition	\$ 3,253,118	\$ -	\$ 3,253,118
Demolition of Old Courthouse	\$ 264,445	\$ -	\$ 264,445
Demolition of Miscellaneous Structures	\$ 156,144	\$ -	\$ 156,144
Plans and Specifications:			
Original Contract Value	\$ 1,127,816	\$ -	\$ 1,127,816
S.A. 1-Lake Improvements Study	23,871	-	23,871
S.A. 2-Art Subconsultant Services	30,000	-	30,000
S.A. 3-Additional Services	25,950	-	25,950
S.A. 4-Lake Improvement Engineering	68,467	-	68,467
S.A. 5-Library Civic Art	76,895	-	76,895
S.A. 6-Alternate Designs	19,700	-	19,700
S.A. 7-Civic Art Work	59,475	-	59,475
S.A. 8-Additional Services	66,197	-	66,197
S.A. 9-Additional Services	3,300	-	3,300
S.A. 10-Additional Services	257,388	-	257,388
S.A. 11-Library Civic Art	81,740	-	81,740
S.A. 12-Wayfinding Icons, County Hall, Artwork	44,400	-	44,400
S.A. 13-Fee Reallocation	0	-	0
S.A. 14-Additional Services	-	150,000	150,000
Total - A/E Contract	\$ 1,885,199	\$ 150,000	\$ 2,035,199
Design Contingency	0	-	-
Total Plans and Specifications	\$ 1,885,199	\$ 150,000	\$ 2,035,199
Plan Check and Jurisdictional Review	\$ 67,999	\$ (16,342)	\$ 51,657
Construction:			
Construction Contract Stage 1-SEA Facility	\$ 466,484	\$ -	\$ 466,484
Construction Contract Stage 2-Park & Lake	3,123,600	(9,349)	3,114,251
Construction Contract Stage 3-Campus*	4,070,000	2,102,452	6,172,452
Construction Contract Stage 5-County Hall	1,862,523	589,520	2,452,043
Change Orders	959,068	(66,887)	892,181
Utilities	45,000	30,726	75,726
Civic Art - Contingency	64,560	20,000	84,560
Artist Contract - Amesuca	74,500	-	74,500
Artist Contract - Arreola	69,872	-	69,872
Artist Contract - Delgado	42,000	-	42,000
Artist Contract - Duffy	46,000	-	46,000
Civic Center Way	363,000	(49,623)	313,377
Civic Center Renovation Misc.	\$ 0	\$ 40,760	\$ 40,760
Total Construction	\$ 11,186,607	\$ 2,657,599	\$ 13,844,206
Equipment-VOIP	\$ 101,500	\$ 120,694	\$ 222,194
Consultant Services	\$ 299,224	\$ 20,867	\$ 320,091
Miscellaneous Expenditures	\$ 27,934	\$ 22,077	\$ 50,011
County Services	\$ 1,835,222	\$ 755,105	\$ 2,590,327
New East Los Angeles Library** (Stage 4)	\$ 7,624,608	\$ -	\$ 7,624,608
TOTAL***	\$ 26,702,000	\$ 3,710,000	\$ 30,412,000

* Includes RMC, Proposition A Transit, and CDBG funds.

** The total budget for the new East Los Angeles Library is \$7,670,000, including \$45,392 for the Library artwork included as part of Supplemental Agreement 5.

*** This budget is for the entire East Los Angeles Civic Center Renovation project, including the new public library.

August 4, 2005

ENCLOSURE B

**EAST LOS ANGELES CIVIC CENTER RENOVATION PROJECT
APPROVE STATE GRANT AGREEMENT
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**STATE GRANT AGREEMENT
(See Enclosed)**

August 4, 2005

ENCLOSURE C

**EAST LOS ANGELES CIVIC CENTER RENOVATION PROJECT
APPROVE STATE GRANT AGREEMENT
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**APPROPRIATION ADJUSTMENT
(See Enclosed)**



August 4, 2005

ENCLOSURE B

**EAST LOS ANGELES CIVIC CENTER RENOVATION PROJECT
APPROVE STATE GRANT AGREEMENT
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**STATE GRANT AGREEMENT
(See Enclosed)**

GRANT AGREEMENT AMENDMENT NO. 1
RIVERS AND MOUNTAINS CONSERVANCY (RMC)
 State of California – The Resources Agency

GRANTEE	County of Los Angeles Department of Public Works				
PROJECT TITLE	East Los Angeles Civic Center				
PERFORMANCE PERIOD	December 1, 2003	through	December 31, 2006		
<p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through its Executive Officer of the Rivers and Mountains Conservancy pursuant to the Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Bond Act of 2002 (Proposition 40), agrees to fund the Project up to the Grant Amount.</p>					
PROJECT DESCRIPTION					
<p>For administrative purposes this Grant Agreement reflects new exhibit labels and an additional exhibit, Services and Materials Summary Form, labeled "N." These exhibits replace Section D, Payment Documentation and Section E, Project Administration. In addition this amendment extends the performance period to December 31, 2006 and revises the project description to delete the following: Grant funding will also be used to connect significant parts of the parking lot material to recycled rubber asphalt rather than traditional asphalt and amends Exhibits A, B & C as necessary to reflect these changes.</p> <p>All other terms and conditions remain the same.</p>					
TOTAL GRANT AMOUNT NOT TO EXCEED		\$500,000.00			
The General and Special Provisions attached are made a part of and incorporated into the Agreement.					
COUNTY OF LOS ANGELES		RIVERS AND MOUNTAINS CONSERVANCY STATE OF CALIFORNIA			
Hall of Administration, 500 W Temple Los Angeles, CA 90012		900 South Fremont Avenue, Annex, 2 nd Floor Alhambra, CA 91802			
BY (AUTHORIZED SIGNATURE):		BY (AUTHORIZED SIGNATURE):			
					
PRINTED NAME AND TITLE OF PERSON SIGNING:		PRINTED NAME AND TITLE OF PERSON SIGNING:			
		Belinda V. Faustinos, Executive Officer			
DATE SIGNED:		DATE SIGNED:			
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF GRANT \$500,000.00		AGREEMENT NUMBER RMC3259		FUND – 6029 California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act	
ADJ. INCREASING ENCUMBERANCE		APPROPRIATION			
ADJ. DECREASING ENCUMBERANCE		FUNCTION			
TOTAL GRANT AMOUNT \$500,000.00		LINE ITEM ALLOTMENT 3825-301-60290005		CHAPTER 379	STATUTE 2002 FISCAL YEAR 03/04
T.B.A NO.	B.R. NO.	INDEX L120	OBJ. EXPEND 418	PCA 30101	PROJECT/WORK PHASE
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

Special Provisions

1. Grantee shall complete all work in accordance with an approved Work Plan which will be included in this Agreement as Exhibit A "Tasklist and Timeline", Exhibit B "Budget," and Exhibit C "Monitoring and Assessment Plan."
2. If the Project includes acquisition of real property:
 - a. As conditions precedent to the State's obligation to deposit the Grant Amount in escrow, the Grantee shall submit to the State an appraisal for review and approval in writing by the Department of General Services (DGS) of all documents pertaining to the Real Property appraisals and property transaction, and provided copies to the State. The Grantee shall be required to establish a billing account with the Department of General Services for this purpose.
 - b. A Memorandum of Unrecorded Grant Agreement, Exhibit D must be recorded by the Grantee to provide notice of this Agreement between the Grantee and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.
3. If the Project includes development, landscaping and/or planting:
 - a. The Grantee shall include a representative of the State on the selection panel for contracted services.
 - b. The Grantee shall submit a Project Development Plan, Exhibit E, in accordance with RMC General Policies, Exhibit F, to the State for approval prior to the solicitation of a subcontractor or awarding of a bid for services.

General Provisions

A. Definitions

1. The term "Act" as used herein means the Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Bond Act of 2002.
2. The term "CEQA" as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Grant Amount" as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term "Project" as used herein means the project described on page one (1) of this Agreement.
7. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
8. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and is capable of making daily management decisions.
9. The term "State" as used herein means the Rivers and Mountains Conservancy.
10. **GRANTEE CERTIFICATION CLAUSES:** The GRANTEE CERTIFICATION CLAUSES, Exhibit G are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
11. **TIMELINESS:** Time is of the essence in this Agreement.
12. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby

B. Project Execution

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.

2. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.).
3. If the Project includes acquisition of real property, the property must be acquired from a willing seller and for no more than the appraised fair market value approved by Department of General Services. The Grantee agrees to comply with all applicable State (Chapter 16, Section 7260, Government Code) and local laws or ordinances effecting relocation and real property acquisition. Documentation of such compliance must be submitted to the State.
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like. Documentation of such compliance will be made available for review upon request by the State.
5. Grantee agrees to periodic site visits by the State to determine if development work is completed in accordance with the approved Work Plan including a final inspection upon Project completion.
6. Grantee agrees to, submit in writing, any deviation from the attached Work Plan to the State for approval prior to implementation of changes.
7. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Amount except where that access may interfere with habitat protection.
8. Grantee agrees to post signs acknowledging the source of funds consistent with the Signage Guidelines, Exhibit H.

C. Project Costs

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee a sum of money (Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

Eligible and ineligible costs include, but are not limited to, items detailed in Exhibit I, Eligible and Ineligible Costs. All eligible costs submitted for reimbursement must be accompanied by appropriate supporting documentation.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. For acquisition projects: The State shall disperse up to 100% of the purchase price and costs of acquisition approved by Department of General Services when an escrow is opened.
2. For development projects: The State may reimburse the Grantee the Grant Amount upon submission of a payment request consistent with the Work Plan of this Agreement.
3. Preliminary costs, including planning, plan documentation, designs, appraisals and negotiations,

permit costs, consultant costs, and other similar costs, are expenditures subject to maximum 20% (including indirect and overhead costs) of the Grant Amount for Grant Amounts over \$100,000 dollars.

4. Indirect and overhead costs shall not exceed 10% of the Grant Amount
5. Subject to prior review and approval of the State, line item shifts if up to \$100,000 or 10% of the annual Agreement total, whichever is less, may be made during the grant performance period. Line item shifts may be proposed/requested by the Grantee in writing and must not increase or decrease the total Agreement Grant Amount.

D. Payment Documentation

1. All payment requests must be submitted by the Grantee using a completed Payment Request Form, Exhibit J. An approved Payment Request Form constitutes as a valid invoice for payment and must be accompanied by completed forms, as applicable, listed below:

Project Costs Summary Form, Exhibit K;
Labor Costs Summary Form, Exhibit L (Grantee staff and/or personnel);
Equipment Costs Summary Form, Exhibit M;
Services and Materials Costs Summary Form, Exhibit N;
Report of Alternative Funding Form, Exhibit O; and,
Project Certification Form, Exhibit S (prior to final payment)

The Project Costs Summary Form, Exhibit K is completed by bringing forward the total expenditures from the Labor Costs Summary Form, Exhibit L, the Equipment Costs Summary Form, Exhibit M, the Services and Materials Costs Summary Form, Exhibit N. The Labor Costs Summary Form, Equipment Costs Summary Form, and Services and Materials Form are completed by itemizing all charges, documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identifying charges to Work Plan tasks and elements. RMC will consider the use of organizational records in lieu of the detailed listing on the specific exhibits, providing all the information required on the exhibits is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Labor Costs Summary Form, Exhibit L, is submitted with the Payment Request Form and is completed by listing the Grantee's staff and or personnel, the dates and hours for the pay period, the pay rate, the check or warrant number, and the total dollars paid for the period of the reimbursement request. RMC will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Equipment Costs Summary Form, Exhibit M; is submitted with the Payment Request Form and is completed by listing the type of equipment that was used, the dates the equipment performed the work, the check or warrant number that paid for the use of the equipment, and the amount of the payment for the period of the reimbursement request. RMC will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Services and Materials Costs Summary Form, Exhibit N, is submitted with the Payment Request Form and is completed by listing the materials or services that were performed or delivered to accomplish specific tasks. The detailed listing on the form includes, the deliverable, the task, the date, the recipient of the funds, the check or warrant number used for payment of the recipient, and the amount of the payment for the period of the reimbursement request. RMC will consider the use of organizational records in lieu of the detailed listing on the exhibit providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

A Report of Alternate Funding Source Expenditures, Exhibit O is submitted to the State with each Payment Request and detail costs charged to other funding sources, i.e., Grantee's own funds, State or Federal funds, other grants. RMC will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

Any payment request that is submitted without the required itemization will not be authorized. If the required itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and are not reimbursable under this Agreement.

2. Grantee shall submit all documentation for Project completion and final reimbursement within 90 days of Project completion, but no later than the end of the Project Performance Period as shown on page one (1).
3. Payments shall be on the basis of costs incurred, less 10% to be withheld from all invoiced amounts.
4. Advance payment for the Project is not allowed. The State, at its sole discretion, may honor advance payment requests, if warranted by a documented compelling need. A Payment Request Form, including all cost estimates for services, equipment and supplies to support the advanced amount requested, should accompany this document.
5. If Grant Amount is advanced, the Grantee shall place these funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Amount shall be used solely on the Project, as approved by the State. Unless spent on approved costs, the Grant Amount shall be reduced by the amount of the interest earned.
6. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

E. Project Administration

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

2. Grantee ensures that the Agreement requirements are met through completion of Quarterly Progress Report, Exhibit P and Quarterly Expenditure Projection Report, Exhibit Q submitted to the State in accordance with the Work Plan and through regular communication with the State adhering to the following schedule:

• 1 st Quarter	January 1 - March 31	Due April 30
• 2 nd Quarter	April 1 - June 30	Due July 30
• 3 rd Quarter	July 1 - September 30	Due October 30
• 4 th Quarter	October 1 - December 31	Due January 30

The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

a. The Quarterly Progress Report, Exhibit P, shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts. Progress reports should directly address tasks, timelines, deliverables, milestones and associated costs scheduled in Exhibit A, Exhibit B, and Exhibit C. Any major timeline adjustments which will impact Exhibit A, Tasklist and Timeline, must be reviewed with the project manager.

b. The Quarterly Expenditure Projection Report, Exhibit Q, shall reflect both actual and projected expenditures. The sum of all quarterly expenditure projection reports should equal that of approved Grant Amount.

c. Grantee must submit an Agreement Summary Form, Exhibit R with the first Quarterly Report. This information will be made available to the public on the Resources Agency and Rivers and Mountains Conservancy website.

d. At the completion of this Project and prior to final payment, the Grantee Project Representative shall fill out and provide a Project Certification Form, Exhibit S to the State.

ADMINISTRATIVE CHANGES				
SECTION	EXHIBIT TITLE	OLD LABEL	NEW LABEL	CHANGE
Page 1	Tasklist and Timeline	A	A	N/A - Submitted by Grantee
Page 1	Budget	B	B	N/A - Submitted by Grantee
Page 1	Monitoring and Assessment Plan	C	C	N/A - Submitted by Grantee
SP-2.b	Memorandum of Unrecorded Grant Agreement	D	D	None
SP-3.b	Project Development Plan	E	E	None
SP-3.b	RMC General Policies	F	F	None
GP-A.10	Grantee Certification Clauses	R	G	Label
GP-B.8	Signage Guidelines	G	H	Label
GP-C	Eligible and Ineligible Costs	H	I	Label
GP-D.1	Payment Request Form	I	J	Label and inclusion of Section 6.e. which is a line for the 10% withholding to be calculated into the reimbursement amount
GP-D.1	Project Costs Summary Form	O	K	Label and inclusion of new exhibit for services and materials
GP-D.1	Labor Costs Summary Form	P	L	Label and modification of reporting categories for uniformity
GP-D.1	Equipment Costs Summary Form	Q	M	Label and modification of reporting categories for uniformity
GP-D.1	Services and Materials Costs Summary Form	N/A	N	New to accommodate staffing and/or consultant services
GP-D.1	Report of Alternative Funding Expenditures	J	O	Label
GP-E.2	Quarterly Progress Report	K	P	Label, identification of standard dates for quarterly reports, and modification of reporting categories for uniformity
GP-E.2	Quarterly Expenditure Projection Report	L	Q	Label, identification of standard dates for quarterly reports, and modification of reporting categories for State Controller's Office purposes
GP-E.2.c	Agreement Summary Form	M	R	Label
GP-E.2.d	Project Certification Form	N	S	Label

Exhibit A

Tasklist and Timeline

(Supplied by Grantee)

Exhibit A

DELIVERABLE	TASKS	START	FINISH
	Schematic Design/Design Development	01-Dec-03	01-Dec-03
	Define Design Goals	Jan-04	Jan-04
	Develop two Alternatives	Feb-04	Feb-04
	Prepare rough-order of magnitude costs	Feb-04	Feb-04
Water Feature Design Draft	Present Designs County and RMC	Mar-04	Mar-04
	Obtain design approval County	Mar-04	Mar-04
	Coordinate water feature design	Mar-04	Mar-04
	Develop systems designs	Apr-04	Apr-04
	Prepare Material Specifications	Apr-04	Apr-04
	Prepare final Cost Estimates	Apr-04	Apr-05
	Prepare Construction Documents	Apr-04	Apr-05
	Complete engineering	May-04	May-05
	Present Final Designs RMC	27-Jun-05	28-Jun-05
Water Feature Design Final	Obtain design approval RMC	30-Jun-05	30-Jun-05
	Obtain Building and safety approval	Jul-05	Jul-05
	Prepare bid package (Stage 3)	Aug-05	Sep-05
	Execute Construction Contract (Stage 3)	Sep-05	Oct-05
	Total Water Feature Design Costs		
	Co. Management Costs (Fountain Design)		
	Total Water Feature Construction Costs		
	Co. Management Costs (Fountain Const.)		
	Design Development	01-Apr-00	01-Apr-00
	Review and research native plant palette	Apr-04	Apr-04
	Develop alternate plant landscape design	Apr-04	Apr-04
	Analyze native plant design with previously approved design	Apr-04	Apr-04
	Determine impacts to irrigation system	Apr-04	Apr-04
Revised Landscape Design Draft	Present landscape design County and RMC	May-04	May-04
	Present final design (RMC)	27-Jun-05	28-Jun-05
Revised Landscape Design Final	Obtain design approval RMC	30-Jun-05	30-Jun-05
	Prepare construction documents and final cost estimates	Jun-04	Jun-05
	Prepare bid package (Stage 3)	Jun-04	Jun-05
	Execute Construction Contract (Stage 3)	Aug-05	Sep-05
	Total Landscape Design Costs	Sep-05	Oct-05
	Co. Management Costs (Landscape Design)		
	Total Landscape Construction Costs		
	Co. Management Costs (Landscape Const)		
Interpretive Display Narrative	Design and Installation	TBD *	TBD *
	Co. Management Costs (Design)		

East Los Angeles Civic Center

RMC Proposition 40 Signs	Design and Development	TBD *	TBD *
	Obtain Approval	TBD *	
	Fabrication/Installation		Nov-05
	Total Design/Fabrication/Installation Costs		Jun-06
	Prop 40 Co. Management Costs (Design)		
	Prop 40 Co. Management Costs (Const)		
	Project Contingency (10 percent)		
	Total Grant Amount		
	Total In-Kind County Amount		
Quarterly Reports	Aug-'05		
	Nov-'05		
	Feb-'06		
	May '06		
	Aug-'06		
	TBD * = To Be Determined		

Agreement Number: RMC3

Exhibit B

Budget

(Supplied by Grantee)

Exhibit B

DELIVERABLE	TASKS	HOURLY RATE	DURATION HRS	TOTAL RMC	CO. IN-KIND
	Schematic Design/Design Development				
	Define Design Goals				
	Develop two Alternatives			\$ 20,000	
	Prepare rough-order of magnitude costs			\$ 4,000	
Water Feature Design Draft	Present Designs County				
	Obtain design approval County				
	Coordinate water feature design				
	Develop systems designs				
	Prepare Material Specifications			\$ 5,957	
	Prepare final Cost Estimates			\$ 1,000	
	Prepare Construction Documents			\$ 30,000	
	Complete engineering				
	Present Final Designs RMC				
Water Feature Design Final	Obtain design approval RMC				
	Obtain Building and safety approval				
	Prepare bid package (Stage 3)				
	Execute Construction Contract (Stage 3)				
	Total Water Feature Design Costs			\$ 57,957	
	Co. Management Costs (Fountain Design)	118.2	40		\$ 4,728
	Total Water Feature Construction Costs			\$ 371,000	
	Co. Management Costs (Fountain Const.)	124.1	120		\$ 14,892
	Design Development				
	Review and research native plant palette				
	Develop alternate plant landscape design			\$ 5,000	
	Analyze native plant design with previously approved design				
	Determine impacts to irrigation system				
Revised Landscape Design Draft	Present landscape design County				
	Present final design (RMC)				
Revised Landscape Design Final	Obtain design approval RMC				
	Prepare construction documents and final cost estimates			\$ 10,000	
	Prepare bid package (Stage 3)			\$ 1,450	
	Execute Construction Contract (Stage 3)				
	Total Landscape Design Costs			\$ 16,450	
	Co. Management Costs (Landscape Design)	\$118.20	40		\$ 4,728
	Total Landscape Construction Costs				\$ 900,000
	Co. Management Costs (Landscape Const)	\$ 124.10	320		\$ 39,712
Interpretive Display Narrative	Design and Installation			\$ 2,093	
	Co. Management Costs (Design)	\$ 124.10	10		\$ 1,241
RMC Proposition 40 Signs	Design and Development				
	Obtain Approval				
	Fabrication/Installation				
	Total Design/Fabrication/Installation Costs			\$ 2,500	
	Prop 40 Co. Management Costs (Design)	\$ 124.10	10		\$ 1,241

East Los Angeles Civic Center

	Prop 40 Co. Management Costs (Consi)	\$	124.10	10		\$	1,241
	Project Contingency (10 percent)					\$	50,000
	Total Grant Amount					\$	500,000
	Total In-Kind County Amount					\$	967,783
Quarterly Reports	Feb.-'04						
	May-'04						
	Aug-'04						
	Nov. '04						
	Feb-'05						
	TBD * = To Be Determined						

Exhibit C

Monitoring and Assessment Plan

(Supplied by Grantee)

East Los Angeles Civic Center

EXHIBIT C MONITORING AND ASSESSMENT PLAN

General

The project will be monitored throughout the design, construction, and maintenance phases of the project. The extent and focus of the monitoring will be specific to each phase of the work. The project will be monitored on a regular basis with a Monitoring and Assessment Report being submitted to RMC on a quarterly schedule.

Assessment will be determined by the extent of the actual progress made in relationship to the project schedule as noted in the presented Task and Timeline. Assessment will be evaluated on a regular basis and reported as a part of the Monitoring and Assessment Report submitted to RMC on a quarterly schedule.

Design Phase

A design review is an integral part of the Design Phase. This review will address the revisions made to the Civic Center landscape plans and include the selection of native plant materials, the architectural landscape design, and the irrigation design. This review is scheduled early in the project to facilitate good communication and understanding of the design philosophy and concepts, so the project may proceed without delay.

The review will also assess the extent that the revision to incorporate native plant materials is being met. Additionally the assessment will review the appropriateness of the chosen plant materials.

The County of Los Angeles Department of Public Works will be the leading agency during the design phase of the project.

Upon completion of the construction documents, a submittal will be provided to the RMC for the purpose of establishing a baseline for the following construction and maintenance phases of the project.

Construction Phase

Monitoring of the progress and compliance with the construction documents will be done on a regular and on-going schedule throughout the construction phase of the project. The actual schedule for the installation of the landscape materials is the responsibility of the general contractor. The construction work will be monitored and assessment made of the progress and compliance with the construction documents based upon the approved project construction schedule.

The County of Los Angeles Department of Public Works will be the leading agency during the construction phase of the project.

Maintenance Phase

The East Los Angeles Civic Center Renovation Project is scheduled to be completed in late 2006. At that time the County will assume the maintenance of the Civic Center campus. It is the desire of the County that the Civic Center be an oasis of tranquility and a point of pride within the East Los Angeles community. Maintenance of this site, including hardscape areas, landscape areas, fountains, and civic art elements is a major factor in the success of the Civic Center to meet these goals.

The County has established a maintenance program and budget to assure that the site will continue to be the asset to the East Los Angeles Community as envisioned in the design and planning phases.

The County of Los Angeles Internal Services Department (ISD) will be the leading agency responsible for the continued maintenance of the project. ISD will have an on-site facility management office from which the project will be monitored and maintenance activity will be directed.

Exhibit D

Memorandum of Unrecorded Grant Agreement

State of California)
Rivers and Mountains Conservancy)
Belinda V. Faustinos)
900 South Fremont Avenue)
Annex, 2nd Floor)
Alhambra, CA 91802)

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, 2005, is recorded to provide notice of an agreement between the State of California, by and through the Rivers and Mountains Conservancy ("State") and _____ ("Grantee").

RECITALS

- A. On or about _____, _____, State and Grantee entered into a certain Grant Agreement, Grant No. _____ ("Agreement"), pursuant to which the State granted to Grantee certain funds for the acquisition of certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").
- B. Under the terms of the Agreement, the State reserved certain rights with respect to the Real Property.
- C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain State reserved rights under the Agreement.

NOTICE

1. Said Real Property (including any portion of it or any interest in it) must be used for the purposes of expanding or establishing open space for passive natural and passive recreational uses and other compatible public uses constant with the description of the purpose of the acquisition in the Agreement.
2. Said Real Property shall be maintained and operated under this program for a period of at least 20 years for grants up to \$1,000,000 and at least 25 years for grants over \$1,000,000.
3. Said Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Rivers and Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.

4. Said Real Property (including any portion of it or any interest in it) may not be used as security for any debt or for mitigation without the written approval of the State of California, acting through the Rivers and Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.
5. For additional terms and conditions of the Agreement, reference should be made to the Grant Agreement, which is on file with the Rivers and Mountains Conservancy, 900 South Fremont Avenue, Annex, 2nd Floor, Alhambra, California 91802.

GRANTEE:

By: _____

Title: _____

Exhibit E

Project Development Plan

The RMC expects to be continuously involved in all stages of Projects which include planning and/or development including approval of any bid or proposal document scopes prior to selecting contractors and/or consultants, involvement in the selection of contractors/consultants, and approval of any plans and technical details prior to the work being executed. Below is a list of details the RMC will need to review and approve prior to their implementation. The purpose of these procedures is to ensure that the ultimate development project will conform to our mission and goals.

Planting/Landscaping Plan Component

In order to adequately evaluate the project proposal please provide text as well as budget estimates that provide RMC staff sufficient detail to evaluate the ecological details of the planting/landscaping plan. The text description should provide scientific rationale for the chosen native plant palette, grouping, structure, choice of vegetation communities and how they are consistent with the overall project goals. Details including slope aspect, soils, hydrology, elevation, etc., should be considered in deciding upon a plant palette.

1. Location of all plant materials, a legend with botanical and common names, and size of plant materials;
2. Existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;
3. Existing trees and plant materials to be removed or retained;
4. Designation of hydrology-zones. Hydro-zones are defined as a portion of the landscaped area having plants with similar water needs, areas with similar microclimate (i.e., slope, aspect, exposure, wind, etc.), and soil conditions, and areas that will be similarly irrigated. A hydro-zone can be served by one irrigation valve, or a set of valves with the same schedule; and,
5. Details and specifications for tree staking, planting details, soil preparation, irrigation requirements (amount and frequency).

Grading and Drainage Plan Component

1. Grading Plan (showing property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas, drainage features and other site improvements;
2. Existing and finished contour lines and spot elevations as necessary for the proposed site improvements (if applicable given scope of project); and,
3. Schematic cross sections showing site micro-topography and best management practices (does not have to be to scale).

Irrigation Plan Component

1. Layout of the irrigation system and a legend summarizing the type and size of all components of the system, including the manufacturer name and model numbers; and,
2. Installation details for irrigation components.

Exhibit F

RMC General Policies

The Project Development Plan (PDP) is a technical “living” document that will enable the RMC to track grant projects to ensure our mission and goals are reflected in each project. In developing the PDP, the following guiding principles must be incorporated for consistency with RMC policies;

- Grantees shall exclude the use of invasive plants, as listed in the document “*Exotic Pest Plants of Greatest Ecological Concern in California*” (www.rmc.ca.gov) in their planting palette. Furthermore, any invasive species from this list that currently exist on the project site must be removed as part of the landscaping plan (phased removal is acceptable).
- Grantees shall utilize native, indigenous plants, locally propagated to the extent possible, in their planting palette except under written authorization from RMC. A basic (but by all means not all inclusive) list of native, locally available indigenous plants is available on our website to help develop a plant palette (www.rmc.ca.gov).
- If the project involves a trail system, the guiding principles in “*Planning Trails with Wildlife in Mind*” available on the RMC website (www.rmc.ca.gov) must be utilized in the trail design.
- Grantee will use porous materials, and/or recycled paving materials instead of impervious paving materials for portions of their projects requiring pavement (i.e., parking lots, trails, etc.) unless prohibited by local building codes.
- If lighting elements are required as part of the project Work Plan, environmentally sensitive, directional lighting must be used to minimize any impact to wildlife. Care should also be taken to control the number hours lighting is needed.
- Use of sustainable energy sources, such as solar or wind power is encouraged for appropriate tasks in the Work Plan.
- The use of recycled materials for fencing, benches, signage, etc., must be considered to further our mission of sustainable development.
- Any irrigation installed on the project site as part of the Work Plan must be a water efficient irrigation system. In projects where turf is to be installed, both a rain sensor and a soil moisture meter are required to ensure water efficient irrigation practices. A rain sensor will halt irrigation on days it is raining, eliminating excessive water runoff. A soil moisture meter will automatically shut off irrigation when the root zone of the turf becomes saturated, preventing excessive irrigation runoff.
- The use of appropriate storm water best management practices (BMPs) must be utilized on the project site. In areas where grading, vegetation clearing, or planting occur, BMPs must be utilized to control excessive erosion while vegetation becomes established. (See <http://www.cabmphandbooks.com> for more information.)

Exhibit H

Signage Guidelines

Authority

All Projects funded by RMC under Proposition 40, the Clean Water, Clean Air, Safe Neighborhood Parks, and Coast Protection Bond Act of 2002, must include a posted sign acknowledging the source of the funds.

Purpose

Installation of signs at all Project sites is intended to acknowledge the public's support of the 2002 Resources Bond and promote the benefits provided by Bond fund assistance.

Types of Signs

1. Signs posted during construction (required for specific situations)

For Projects funded with RMC 2002 Bond Act funds in excess of \$750,000 and/or those Project in areas of high visibility (such as near a major thoroughfare) a sign is required during construction.

Recommended minimum size of sign: 4 feet x 8 feet

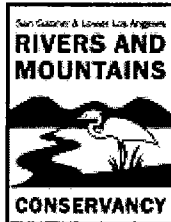
2. Signs Posted Upon Completion (required for all Projects)

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

Language for Sign

All signs will contain the minimum language below:

<p style="text-align: center;">(Project Name)</p> <p style="text-align: center;">Another Project to Improve California</p> <p style="text-align: center;">Funded by the Rivers and Mountains Conservancy</p> <div style="text-align: center;"></div> <p style="text-align: center;"><i>California Clean Water, Clean Air, Safe Neighborhoods, and Coastal Protection Bond Act of 2002</i></p> <p style="text-align: center;"><i>Current , Secretary for Resources</i></p> <p style="text-align: center;"><i>Current Governor</i></p>
--

The name of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

Universal Logo

All signs will contain the RMC logo. The logo will be on a template, available on line at <http://www.rmc.ca.gov>. The Project Manager can also provide the logo on disk.

- The logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

Sign Cost

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g., bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings, etc.

Appropriateness of Signs

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Manager in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as an RMC 2002 Bond Project. Archaeological sites are excluded from the sign requirement.

Signs on State Highways

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information.

Further Questions

The Grantee should consult with the Project Manager to resolve any sign issues.

The logo can be provided electronically.

Exhibit I

Eligible and Ineligible Costs

Eligible Costs -

All eligible costs must be supported by appropriate documentation

COSTS	EXPLANATION	EXAMPLES
Preliminary Costs (not to exceed 20% of grant total)	<ul style="list-style-type: none"> Costs incurred after a Agreement with RMC has been fully executed, including planning, plan documentation, designs, appraisals and negotiations, permit costs, consultant costs Expenditure subject to maximum of 20% of total grant 	<ul style="list-style-type: none"> CEQA compliance Construction plans Permits/Appraisals Acquisition documents, etc.
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the Grantee's prevailing wage or salary scales Must be computed on actual time spent on Project Must not exceed the Grantee's established rates for similar positions 	<ul style="list-style-type: none"> Wages and benefits Work performed by another section/department in agency
Consultant Services	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project Consultants must be paid in compliance with the Grantee's customary method and rate No consultant fee shall be paid to the Grantee's own employees without prior approval 	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project
Construction	<ul style="list-style-type: none"> All necessary construction activities Construction management 	<ul style="list-style-type: none"> Site preparation, grading Facility development Inspection and construction management
Construction Equipment	<ul style="list-style-type: none"> The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes The Grantee may use the California Department of Transportation's equipment rental rates as a guide The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage The equipment use charges must be made in accordance with the Grantee's normal accounting practices The Grantee must describe the work performed, the hours used, and related use to Project 	<ul style="list-style-type: none"> Rental equipment Leased equipment Purchased equipment
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility 	<ul style="list-style-type: none"> Fixed resting areas/benches
Construction Tools/Supplies/Materials	<ul style="list-style-type: none"> May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay Costs may be capitalized according to the Grantee's standard policy The Grantee may only claim those costs reasonably attributable to the Project 	<ul style="list-style-type: none"> Materials such as concrete, wood, etc. Supplies such as fasteners, nails, or other hardware and non-fixed equipment
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of a person/business The Grantee shall comply with State Relocation Act requirements. 	<ul style="list-style-type: none"> See Chapter 16, Section 7260, <u>Government Code</u>.
Acquisition Costs	<ul style="list-style-type: none"> Appropriate costs of acquiring real property DGS approved appraisal costs 	<ul style="list-style-type: none"> Purchase price/Appraisals Title/Escrow fees Surveying/Improvements
Indirect/Overhead	<ul style="list-style-type: none"> Costs shall not exceed 10% of grant total 	<ul style="list-style-type: none"> Administrative overhead
Restoration/Rehabilitation Costs	<ul style="list-style-type: none"> All required materials for restoration/rehabilitation work Includes removal and disposal of exotic/invasive species 	<ul style="list-style-type: none"> Planting/Soil improvements Irrigation systems (temporary or permanent, as applicable)
Environmentally Aimed BMP Measures	<ul style="list-style-type: none"> Components to storm water management projects that include habitat supporting measures 	<ul style="list-style-type: none"> Filtration systems Erosion control materials

COSTS	EXPLANATION	EXAMPLES
Education Infrastructure	<ul style="list-style-type: none"> All fixed materials that serve interpretive or educational purposes 	<ul style="list-style-type: none"> Signs/Interpretive aids/Kiosks
Miscellaneous	<ul style="list-style-type: none"> Other Project-related costs 	<ul style="list-style-type: none"> Communications expenses Construction insurance Signs/Interpretive aids Transportation costs

Ineligible Costs

The following is a non-exclusive list of ineligible project costs:

COSTS	EXPLANATION	EXAMPLES
Operations and Maintenance Costs	<ul style="list-style-type: none"> Costs necessary for the short or long term operation and maintenance of property or facilities once the property has been acquired or the facility or area has been restored, rehabilitated, or developed 	<ul style="list-style-type: none"> Personnel or employee services Equipment, supplies
Non-fixed Equipment	<ul style="list-style-type: none"> Equipment that is not permanently fixed to the project facility or used for construction 	<ul style="list-style-type: none"> Computer equipment (hardware and software) Portable equipment
Playground Equipment or Infrastructure	<ul style="list-style-type: none"> Active recreation equipment costs are ineligible 	<ul style="list-style-type: none"> Swing sets, skate parks, pools, ball field apparatus, basketball courts
Mitigation Costs	<ul style="list-style-type: none"> Costs associated with exclusively fulfilling mitigation requirements for this or other projects 	<ul style="list-style-type: none"> Land acquisition, development, restoration or rehabilitation for mitigation for this or other projects
Ceremonial or Publicity Expenses	<ul style="list-style-type: none"> Funds may not be used for ceremonies, parties, or other publicity expenses (except for required signage) 	<ul style="list-style-type: none"> Food and beverages Facility rental
Ineligible Travel	<ul style="list-style-type: none"> Travel costs not directly associated with the project Travel claimed when no work time was claimed for the same period 	<ul style="list-style-type: none"> Travel expenses
Lobbying/Fundraising	<ul style="list-style-type: none"> Costs associated with grant application preparation, for this grant or for others associated with this or any other project Costs associated with lobbying legislature or other bodies for funds for this or any other project 	<ul style="list-style-type: none"> Staff time Lobbyist fees Travel expenses
Agreement Cost Overruns	<ul style="list-style-type: none"> Unapproved Agreement costs overruns exceeding the allowable amount as per Agreement budget specifications 	<ul style="list-style-type: none"> Unapproved costs

Exhibit G

Grantee Certification Clauses

1. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
 2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
- Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future WCA agreements if the department determines that any of the following has occurred: (1) the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
 4. **UNION ORGANIZING** Grantee hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

Exhibit J
Payment Request Form

San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy
900 South Fremont Avenue, Annex, 2nd Floor, P.O. Box 1460, Alhambra, CA 91802-1460

1. PROJECT NUMBER	2. AGREEMENT NUMBER	
3. GRANTEE		
4. PROJECT TITLE		
5. TYPE OF PAYMENT <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">ADVANCE <input type="checkbox"/></div> <div style="text-align: center;">REIMBURSEMENT <input type="checkbox"/></div> <div style="text-align: center;">FINAL <input type="checkbox"/></div> </div>		
6. PAYMENT INFORMATION		
a. Grant Amount	\$	
b. Funds Received to Date	\$	
c. Available Grant Amount (a. minus b.)	\$	
d. Amount of this Advance/Reimbursement Request	\$	
e. 10% withhold (10% of this Reimbursement Request)	\$	
f. Warrant to be issued (d. minus e.)	\$	
g. Remaining Grant Amount after this Payment (c. minus f.)	\$	
h. Remaining Funds available for this Agreement (c. minus d.)	\$	
7. SEND WARRANT TO:		
GRANTEE NAME		
STREET ADDRESS		
CITY, STATE, ZIP CODE		
ATTENTION		
8. SIGNATURE OF PERSON AUTHORIZED IN AGREEMENT	TITLE	DATE
FOR RMC USE ONLY		
PAYMENT APPROVAL SIGNATURE	DATE	

An approved Payment Request Form (Exhibit J) constitutes as a valid invoice for payment.

PAYMENT INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

1. PROJECT NUMBER -- The number assigned by the State to this Project
2. AGREEMENT NUMBER -- As shown in Certification of Funding section of the Project Agreement
3. GRANTEE -- GRANTEE name as shown on the Project Agreement
4. PROJECT TITLE -- Title of Project for which payment is requested
5. TYPE OF PAYMENT -- Check appropriate box
6. PAYMENT INFORMATION
 - a. Grant Amount -- The amount of State Grant funds allocated to this Project
 - b. Funds Received to Date -- Total amount already received for this Project
 - c. Available Grant Amount -- a. minus b.
 - d. Amount of this Advance/Reimbursement Request -- Amount that is being requested
 - e. 10% withhold -- 10% of this Reimbursement Request
 - f. Warrant to be issued -- Actual amount that is being paid
 - g. Remaining Grant Amount after this Payment -- c. minus f.
 - h. Remaining Funds available for this Agreement -- c. minus d.
Grantee should use this figure to budget expenses for the remaining tasks of the agreement.
7. SEND WARRANT TO -- Grantee name, address and contact person
8. SIGNATURE OF AUTHORIZED PROJECT REPRESENTATIVE

Payment request forms must be accompanied by a progress report detailing activities completed and an itemized list of all charges documenting check numbers, amounts, dates, recipients, and purpose of the charges. You may use the Project Summary Form in the Project Completion Packet. Payment requests should clearly identify elements of the Work Plan to which they relate.

Payment requests without complete and accurate documentation will not be approved for payment until required information is received.

Exhibit K

Project Costs Summary Form
(Funds not previously invoiced)

Grantee Name _____

Agreement Number _____

a. Labor Costs Summary Form, Exhibit L Total \$ _____

b. Equipment Costs Summary Form, Exhibit M Total \$ _____

c. Services and Materials Cost Summary Form, Exhibit N Total \$ _____

d. Amount of this Reimbursement Request a + b + c \$ _____
(carry forward to Exhibit J, line "d")

e. Report of Alternative Funding Expenditures, Exhibit O Total \$ _____

Total Current Expenditures d + e \$ _____

Agreement Number: RMC3

Exhibit L

Labor Costs Summary Form
(Funds not previously invoiced)

Grantee Name _____

Agreement Number _____

Task	Staff/Personnel	Dates/Hrs Pay Period	Rate	Check # Warrant	Total
------	-----------------	-------------------------	------	--------------------	-------

*Total \$ _____

*Carry Total forward to Project Costs Summary Form, Exhibit K

Agreement Number: RMC3

Exhibit M

Equipment Costs Summary Form
(Funds not previously invoiced)

Grantee Name _____

Agreement Number _____

Type of Equipment	Dates Work Performed	Check # Warrant	Amount
-------------------	----------------------	--------------------	--------

*Total \$ _____

*Carry Total forward to Project Costs Summary Form, Exhibit K

Agreement Number: RMC3

Exhibit N

Services and Materials Costs Summary Form
(Funds not previously invoiced)

Grantee Name _____

Agreement Number _____

Task	Date	Recipient	Warrant	Check # Total
------	------	-----------	---------	------------------

*Total \$ _____

*Carry Total forward to Project Costs Summary Form, Exhibit K

Agreement Number: RMC3

Exhibit O

Report of Alternative Funding Expenditures
(Current Payment Request)

Grantee Name _____
Agreement Number _____

Task	Funding Source	Date	Amount
------	----------------	------	--------

*Total \$ _____

*Carry Total forward to Project Costs Summary Form, Exhibit K

Exhibit P

Quarterly Progress Report

PROGRESS REPORT

First Quarter <input type="checkbox"/>	Second Quarter <input type="checkbox"/>	Third Quarter <input type="checkbox"/>	Fourth Quarter <input type="checkbox"/>
January 1 - March 31	April 1 - June 30	July 1 - September 30	October 1 - December 31

Project Name

Submitted by: “Grantee Project Representative”

Date Submitted: _____

Summary of Work Completed During This Reporting Period

[illegible]

Progress Report Narrative (if needed)

Exhibit Q

Quarterly Expenditure Projection Report (Current Periods Only)

First Quarter <input type="checkbox"/>	Second Quarter <input type="checkbox"/>	Third Quarter <input type="checkbox"/>	Fourth Quarter <input type="checkbox"/>
January 1 - March 31	April 1 - June 30	July 1 - September 30	October 1 - December 31

QUARTER	YEAR	ACTUAL	PROJECTED	CUMULATIVE
		\$	\$	\$
GRAND TOTAL				\$

Quarter - Start with the first quarter of your actual/projected expenditures.

Actual - Report only those expenditures which have been submitted on a payment request form.

Projected - Report your projected expenditures on a quarterly basis. (This information is required for State Controller's Office purposes.)

Cumulative - Subtotal your cumulative expenses on a quarterly basis for the life of your grant.

Exhibit R

Agreement Summary Form

Date: 01/20/2017 11:13 AM

PROJECT INFORMATION

Project Title:

Project Purpose – Problem / Goals ("why" the project):

Project Abstract (brief description of project):

Which RMC program is funding this project? Please put an "X"

☐ Prop 13 ☐ Prop 40 ☐ Work Program

PROJECT REPRESENTATIVE

Name:

Job Title:

Organization:

Webpage Address:

Address:

Phone:

Fax number:

Email:

PROJECT PERFORMANCE PERIOD

From:

To:

PARTICIPANTS AND PARTNERSHIPS

LOCATION

Address:

Size of Project (include units):

Counties included in project:

Biography of Grantee:

Biography of Project:

H) Short-term Goals:

I) Long-term Goals:

PLEASE PROVIDE A HARD COPY AND AN ELECTRONIC COPY TO THE RIVERS AND MOUNTAINS CONSERVANCY.

Exhibit S

Project Certification Form

GRANTEE: _____

AGREEMENT NUMBER: _____

GRANTEE CONTACT FOR AUDIT PURPOSES

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

PROJECT DESCRIPTION – List facilities developed and/or property acquired:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT AMOUNT: \$ _____

HAS A NOTICE OF COMPLETION BEEN FILED? YES ____ NO ____

IF NO, PLEASE EXPLAIN:

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) and that the Project(s) is complete and we have made final payment for all work done.

Grantee Project Representative, Title

Date

August 4, 2005

ENCLOSURE C

**EAST LOS ANGELES CIVIC CENTER RENOVATION PROJECT
APPROVE STATE GRANT AGREEMENT
APPROVE APPROPRIATION ADJUSTMENT
APPROVE REVISED PROJECT BUDGET
AWARD SUPPLEMENTAL AGREEMENT
SPECS. 6613, 6614; C.P. 77398, 77043, 77427**

**APPROPRIATION ADJUSTMENT
(See Enclosed)**

BOARD OF
SUPERVISORS
OFFICIAL COPY

76R 352M 11/03

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S.
No.

DEPARTMENT OF Chief Administrative Officer

Aug. 1, 2005 ~~95X~~

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

East Los Angeles Civic Center

See Attached for Justification.



David Jan Takata, Asst. Division Chief

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

✓

RECOMMENDATION

APPROVED AS REQUESTED

AS REVISED

August 3 2005



CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY


APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

No 6

AUG 2 2005

BY

REQUEST FOR APPROPRIATION ADJUSTMENT
EAST LOS ANGELES CIVIC CENTER REPLACEMENT FACILITIES
FISCAL YEAR 2005-06
(4 Votes)

SOURCES:

Replacement Facilities
Housing and Community Development Act/CP
A01-CP-77398-8946 \$400,000

USES:

Replacement Facilities
Buildings and Improvements
A01-CP-77398-6014 \$400,000

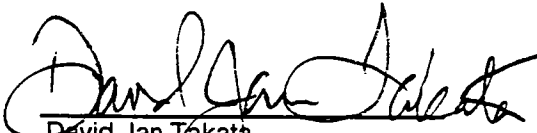
Total \$400,000

\$400,000

Justification:

This appropriation adjustment provides funding for the East Los Angeles Civic Center Replacement Facilities capital project from Community Development Block Grant funds.

There is no affect on net County cost.


David Jan Takata
Assistant Division Chief
Chief Administrative Office

(ELA REPLACEMENT FACILITIES BA - CDBG)

BA # 6 *W. J. ...*
449 2, 2005